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FREIGHT

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

ROBERT STALNAKER,

Plaintiff,

vs.

ROADRUNNER TRANSPORTATION  
SERVICES, INC. dba ROADRUNNER  
FREIGHT, and DOES 1 through 50,  
Inclusive,

Defendant.

Case No. 5:23-cv-01077-GW-SP

Hon. George H. Wu

**STIPULATED PROTECTIVE  
ORDER**

1           Considering the parties' stipulation for a protective order (docket no. 17), it is  
2 ordered as follows.

3  
4 **1.     A. PURPOSES AND LIMITATIONS**

5           Discovery in this action is likely to involve production of confidential, proprietary,  
6 or private information for which special protection from public disclosure and from use  
7 for any purpose other than prosecuting this litigation maybe warranted. Accordingly,  
8 Plaintiff Robert Stalnaker and Defendant Roadrunner Transportation Services, Inc.  
9 (collectively the "parties") hereby stipulate to and petition the court to enter the following  
10 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
11 blanket protections on all disclosures or responses to discovery and that the protection it  
12 affords from public disclosure and use extends only to the limited information or items  
13 that are entitled to confidential treatment under the applicable legal principles. The  
14 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
15 Protective Order does not entitle them to file confidential information under seal; Civil  
16 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
17 will be applied when a party seeks permission from the Court to file material under seal.

18  
19 **B. GOOD CAUSE STATEMENT**

20           This action is likely to involve commercial, financial, business and/or proprietary  
21 information for which special protection from public disclosure and from use for any  
22 purpose other than prosecution of this action is warranted. Such confidential materials  
23 and information include, among other things, confidential business or financial  
24 information, information regarding confidential business practices, or other confidential  
25 research, development, or commercial information, which is otherwise generally  
26 unavailable to the public, or which may be privileged or otherwise protected from  
27 disclosure under state or federal statutes, court rules, case decisions, or common law. In  
28 light of the nature of the claims and allegations in this case and the parties'

1 representations that discovery in this case will involve the production of confidential  
2 records, and in order to expedite the flow of information, to facilitate the prompt  
3 resolution of disputes over confidentiality of discovery materials, to adequately protect  
4 information the parties are entitled to keep confidential, to ensure that the parties are  
5 permitted reasonable necessary uses of such material in connection with this action, to  
6 address their handling of such material at the end of the litigation, and to serve the ends of  
7 justice, a protective order for such information is justified in this matter. The parties shall  
8 not designate any information/documents as confidential without a good faith belief that  
9 such information/documents have been maintained in a confidential, non-public manner,  
10 and that there is good cause or a compelling reason why it should not be part of the public  
11 record of this case.

## 12 13 **2. DEFINITIONS**

14 2.1 Action: The instant action: Case No. 5:23-cv-01077-GW-SP

15 2.2 Challenging Party: A Party or Non-Party that challenges the designation of  
16 information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how  
18 it is generated, stored or maintained) or tangible things that qualify for protection under  
19 the Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
20 Statement.

21 2.4 “ATTORNEYS’ EYES ONLY” Information or Items: CONFIDENTIAL  
22 Information of a type that is highly sensitive and competitive commercial information  
23 disclosure of which may cause substantial harm, and thus cannot be shared with  
24 individuals other than as described in this Stipulated Protective Order.

25 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
26 support staff).

1           2.6    Designating Party: A Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
3 and/or “ATTORNEYS’ EYES ONLY INFORMATION.”

4           2.7    Disclosure or Discovery Material: All items or information, regardless of  
5 the medium or manner in which it is generated, stored, or maintained (including, among  
6 other things, testimony, transcripts, and tangible things), that are produced or generated  
7 in disclosures or responses to discovery in this matter.

8           2.8    Expert: A person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
10 expert witness or as a consultant in this action.

11          2.9    House Counsel: Attorneys who are employees of a party to this action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.10   Non-Party: Any natural person, partnership, corporation, association, or  
15 other legal entity not named as a Party to this action.

16          2.11   Outside Counsel of Record: Attorneys who are not employees of a party to  
17 this action but are retained to represent or advise a party to this action and have appeared  
18 in this action on behalf of that party or are affiliated with a law firm which has appeared  
19 on behalf of that party, and includes support staff.

20          2.12   Party: Any party to this action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.13   Producing Party: A Party or Non-Party that produces Disclosure or  
24 Discovery Material in this action.

25          2.14   Professional Vendors: Persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
28 their employees and subcontractors.

1           2.15 Protected Material: Any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY  
3 INFORMATION.”

4           2.16 Receiving Party: A Party that receives Disclosure or Discovery Material  
5 from a Producing Party.  
6

7 **3. SCOPE**

8           The protections conferred by this Stipulation and Order cover not only Protected  
9 Material (as defined above), but also (1) any information copied or extracted from  
10 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
11 Material; and (3) any testimony, conversations, or presentations by Parties or their  
12 Counsel that might reveal Protected Material.

13           Any use of Protected Material during a court hearing or at trial shall be governed  
14 by the orders of the presiding judge. This Order does not govern the use of Protected  
15 Material during a court hearing or at trial.  
16

17 **4. DURATION**

18           Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in  
20 writing or a court order otherwise directs. Final disposition shall be deemed to be the later  
21 of (1) dismissal of all claims and defenses in this action, with or without prejudice; and  
22 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,  
23 remands, trials, or reviews of this action, including the time limits for filing any motions  
24 or applications for extension of time pursuant to applicable law.  
25

26 **5. DESIGNATING PROTECTED MATERIAL**

27           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
28 Each Party or Non-Party that designates information or items for protection under this

1 Order must take care to limit any such designation to specific material that qualifies  
2 under the appropriate standards. The Designating Party must designate for protection  
3 only those parts of material, documents, items, or oral or written communications that  
4 qualify — so that other portions of the material, documents, items, or communications  
5 for which protection is not warranted are not swept unjustifiably within the ambit of this  
6 Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
8 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
9 to unnecessarily encumber or retard the case development process or to impose  
10 unnecessary expenses and burdens on other parties) expose the Designating Party to  
11 sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
16 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
17 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
18 must be clearly so designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) For information in documentary form (e.g., paper or electronic documents, but  
21 excluding transcripts of depositions or other pretrial or trial proceedings), that the  
22 Producing Party affix the legend "CONFIDENTIAL" or "ATTORNEYS' EYES  
23 ONLY" (or similar designation sufficiently demonstrating the intent of the protection),  
24 as applicable, to each page that contains Protected Material. If only a portion or portions  
25 of the material on a page qualifies for protection, the Producing Party also must clearly  
26 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents or materials available for  
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection and  
2 before the designation, all of the material made available for inspection shall be deemed  
3 “CONFIDENTIAL”. After the inspecting Party has identified the documents it wants to  
4 be copied and produced, the Producing Party must determine which documents, or  
5 portions thereof, qualify for protection under this Order. Then, before producing the  
6 specified documents, the Producing Party must affix the “CONFIDENTIAL” or  
7 “ATTORNEYS’ EYES ONLY” legend to each page that contains Protected Material. If  
8 only a portion or portions of the material on a page qualifies for protection, the Producing  
9 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
10 markings in the margins).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
12 the Designating Party identifies for testimony given in depositions that the Designating  
13 Party identifies on the record, before the close of the deposition as protected testimony.

14 (c) for information produced in some form other than documentary and for any  
15 other tangible items, that the Producing Party affix in a prominent place on the exterior  
16 of the container or containers in which the information or item is stored the legend  
17 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion or portions of  
18 the information or item warrant protection, the Producing Party, to the extent  
19 practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material. Upon  
23 timely correction of a designation, the Receiving Party must make reasonable efforts to  
24 assure that the material is treated in accordance with the provisions of this Order.

1 **6. CHALLENGING “CONFIDENTIAL” AND/OR “ATTORNEYS’ EYES**  
2 **ONLY” DESIGNATIONS**

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY” at any time  
5 that is consistent with the Court’s Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37.1 et seq.

8 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
9 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
10 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
11 Challenging Party to sanctions. Unless the Designating Party has waived the  
12 confidentiality designation in accordance with the preceding paragraph, all parties shall  
13 continue to afford the material in question the level of protection to which it is entitled  
14 under the Producing Party’s designation until the Court rules on the challenge.  
15

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this case  
19 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
20 Material may be disclosed only to the categories of persons and under the conditions  
21 described in this Order. When the Action has been terminated, a Receiving Party must  
22 comply with the provisions of section 13 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
27 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
28 may disclose any information or item designated “CONFIDENTIAL” only to:



1 (a) the Receiving Party's Outside Counsel of Record in this action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of  
5 the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom  
7 disclosure is reasonably necessary for this Action and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information.

16 (h) during their depositions, witnesses, and attorneys for witnesses, in  
17 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the "Acknowledgment and Agreement to Be Bound"  
19 (Exhibit A); and (2) they will not be permitted to keep any confidential information  
20 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A),  
21 unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
22 transcribed deposition testimony or exhibits to depositions that reveal Protected Material  
23 may be separately bound by the court reporter and may not be disclosed to anyone  
24 except as permitted under this Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

27 7.3 Disclosure of "ATTORNEYS' EYES ONLY" Information or Items.

28 Unless otherwise ordered by the Court or permitted in writing by the Designating Party,

1 a Receiving Party may disclose any information or item designated “ATTORNEYS’  
2 EYES ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
5 disclose the information for this Action;

6 (b) the Receiving Party’s House Counsel;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff, to whom disclosure is reasonably necessary  
12 for this Action and who have signed the “Acknowledgment and Agreement to Be  
13 Bound” (Exhibit A);

14 (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or original recipient of a document containing the information;

18 (h) any mediator or settlement officer, and their supporting personnel, mutually  
19 agreed upon by any of the parties engaged in settlement discussions.

20  
21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
22 **IN OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in other litigation that  
24 compels disclosure of any information or items designated in this action as  
25 “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall  
27 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to  
2 issue in the other litigation that some or all of the material covered by the subpoena or  
3 order is subject to this Stipulated Protective Order. Such notification shall include a  
4 copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
6 the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with the  
8 subpoena or court order shall not produce any information designated in this Action as  
9 “CONFIDENTIAL” and/or “ATTORNEYS’ EYES ONLY” before a determination by  
10 the court from which the subpoena or order issued, unless the Party has obtained the  
11 Designating Party’s permission. The Designating Party shall bear the burden and  
12 expense of seeking protection in that court of its confidential and/or attorneys’ eyes only  
13 material and nothing in these provisions should be construed as authorizing or  
14 encouraging a Receiving Party in this action to disobey a lawful directive from another  
15 court.

16  
17 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
18 **PRODUCED IN THIS LITIGATION**

19 (a) The terms of this Order are applicable to information produced by a  
20 Non-Party in this Action and designated as “CONFIDENTIAL” and/or “ATTORNEYS’  
21 EYES ONLY.” Such information produced by Non-Parties in connection with this  
22 litigation is protected by the remedies and relief provided by this Order. Nothing in  
23 these provisions should be construed as prohibiting a Non-Party from seeking additional  
24 protections.

25 (b) In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party’s confidential information in its possession, and the Party is subject  
27 to an agreement with the Non-Party not to produce the Non-Party’s confidential  
28 information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party that  
2 some or all of the information requested is subject to a confidentiality agreement with a  
3 Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within  
10 14 days of receiving the notice and accompanying information, the Receiving Party may  
11 produce the Non-Party's confidential information responsive to the discovery request. If  
12 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
13 information in its possession or control that is subject to the confidentiality agreement  
14 with the Non-Party before a determination by the court. Absent a court order to the  
15 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
16 Court of its Protected Material.

17  
18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
20 Protected Material to any person or in any circumstance not authorized under this  
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
23 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
24 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
25 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
26 that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
4 produced material is subject to a claim of privilege or other protection, the obligations of  
5 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
6 This provision is not intended to modify whatever procedure may be established in an  
7 e-discovery order that provides for production without prior privilege review. Pursuant to  
8 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
9 effect of disclosure of a communication or information covered by the attorney-client  
10 privilege or work product protection, the parties may incorporate their agreement in the  
11 stipulated protective order submitted to the court.

12  
13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
23 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
24 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
25 Protected Material at issue. If a Party's request to file Protected Material under seal is  
26 denied by the court, then the Receiving Party may file the information in the public  
27 record unless otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in Section 4, within 60 days of  
3 a written request by the Designating Party, each Receiving Party must return all Protected  
4 Material to the Producing Party or destroy such material. As used in this subdivision, "all  
5 Protected Material" includes all copies, abstracts, compilations, summaries, and any other  
6 format reproducing or capturing any of the Protected Material. Whether the Protected  
7 Material is returned or destroyed, the Receiving Party must submit a written certification  
8 to the Producing Party (and, if not the same person or entity, to the Designating Party) by  
9 the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
10 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
11 retained any copies, abstracts, compilations, summaries or any other format reproducing  
12 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
13 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
14 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
15 expert reports, attorney work product, and consultant and expert work product, even if  
16 such materials contain Protected Material. Any such archival copies that contain or  
17 constitute Protected Material remain subject to this Protective Order as set forth in  
18 Section 4.

19  
20 14. Any violation of this Order may be punished by any and all appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.

22  
23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24  
25 DATED: March 13, 2024

26 

27  
28 Hon. Sheri Pym  
United States Magistrate Judge

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Protective Order that was issued by the  
United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of  
\_\_\_\_\_. I agree to comply with and to be bound  
by all the terms of this Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Protective Order to any person or entity except in strict compliance with  
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_